

CITY COUNCIL  
REFERRAL APPEAL FORM

DATE: January 22, 2019

TO: COUNCIL CHAIR

FROM: Carol Fukunaga  
COMMITTEE CHAIR

BILL/RESOLUTION/COMMUNICATION AND SUBJECT:

Communication D-25 - Mililani Mauka Unit 127/133 Subdivision.

STATUS (Reading/PH):

Received January 18, 2019

CURRENTLY REFERRED TO  
COMMITTEE(S):

Public Infrastructure, Technology and Sustainability

☐ DESIRED COMMITTEE(S)  
RE-REFERRED TO:

OR

☒ DIRECT REFERRAL TO COUNCIL  
FLOOR

Reason(s) for Appeal:

Preliminary reviews of the documants raise no issues that need to be addressed by the Committee.

Carol Fukunaga  
Committee Chair (Requestor)

\_\_\_\_\_  
Committee Chair

\* \* \* \* \*

Am Kotayash  
Council Chair

JAN 23 2019  
Date

Granted ☒  
Denied ☐

cc: Councilmembers  
City Clerk  
Council Assistance

19 JAN 23 PM 10:48 CITY CLERK

**DEPARTMENT OF DESIGN AND CONSTRUCTION  
CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 11<sup>TH</sup> FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8480 • Fax: (808) 768-4567  
Web site: [www.honolulu.gov](http://www.honolulu.gov)



KIRK CALOWELL  
MAYOR

ROBERT J. KRONING, P.E.  
DIRECTOR

MARK YONAMINE, P.E.  
DEPUTY DIRECTOR

LA 18-014.KA  
694569

January 23, 2019

The Honorable Ann H. Kobayashi  
Interim Chair and Presiding Officer  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

Dear Interim Chair Kobayashi and Councilmembers:

**SUBJECT: Mililani Mauka Unit 127/133 Subdivision**

We request your consideration of the ensuing dedication documents conveying roadways and an easement for public use in Waipio. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter, is a map showing the roadways and an easement to be dedicated and copies of the documents conveying the roadways and an easement.

- (1) Deed conveying roadway Lot 17078;
- (2) Deed conveying roadway Lot 17196;
- (3) Deed conveying roadway Lot 17197.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances.

- (1) Grant of Flowage Easement 6569.

19JAN18 PM 1:56 CITY CLERK

The Honorable Ann H. Kobayashi  
Interim Chair and Presiding Officer  
and Members  
January 23, 2019  
Page 2

Upon completion, please forward the documents to the Department of Design  
and Construction, Land Division, for further processing.


Respectfully,



Robert J. Kroning, P.E.  
Director

Enclosures (19)

APPROVED:



Roy K. Amemiya, Jr.  
Managing Director

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY MAIL ( ) PICK UP (X) :

Total Pages: 6

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 768-8724

Tax Map Key: (1) 9-5-087-004

DEED

This Indenture is made this 3rd day of July, 2014, by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, of Honolulu, Hawaii, hereinafter called the "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee".

J:ROADS (7/96)

Lot 17078  
Mililani Mauka Unit 127/133  
DPP File No. 2002/SUB-270

Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit A attached hereto and made a part hereof.

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor, its successors and assigns, rights and easements to lay, construct, reconstruct, replace, renew, maintain, operate and change the size of, increase the number of, move, alter and remove from time to time underground pipes and conduits, with necessary handholes and appliances therefor and with wires and cables, amplifiers and all other appurtenant facilities for an underground television distribution system, with the right of ingress and egress to and from the same, under, through and along the above described lots, and reserving also unto the Grantor, its successors and assigns, ownership of such underground cable television system and facilities appurtenant thereto; provided, however, that the exercise of the rights herein reserved shall be subject to the provisions of that certain unrecorded agreement respecting the construction, operation and maintenance of an underground cable television system entered into on May 17, 1968, between the Grantor and the Grantee.

TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, the improvements thereon, and the tenements, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.


AND the Grantor does hereby, for itself and its successors and assigns, covenant with the Grantee, and its successors and assigns, that it is lawfully seised in fee simple of the property described in Exhibit A and has good right to sell and convey the same in the manner aforesaid; that said premises are free and clear of all encumbrances except as set forth in said Exhibit A and real property taxes for the current year, which are to be prorated as of the date of delivery of this instrument; and that it will, and its successors and assigns shall warrant and defend the same unto the Grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

[Signatures on next page]

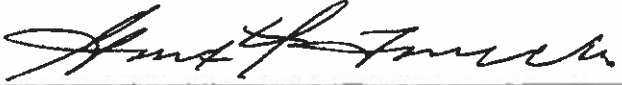
IN WITNESS WHEREOF, the Grantor has executed these presents  
the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.

By

  
RICHARD R. ANZAI  
Its V.P., Controller & Asst. Sect'y

By

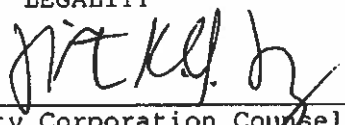
  
GARRET H. FURUKIDO  
Its Asst. Secretary

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel  
WINSTON K. Q. WONG

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 3rd day of July, 2014, before me personally appeared RICHARD R. ANZAI and GARRET H. FURUKIDO, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Deed dated July 3, 2014, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Rhonda Biffle  
Rhonda Biffle  
Notary Public, State of Hawaii  
First Judicial Circuit

My commission expires: 08/03/2016

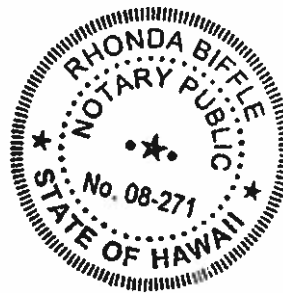
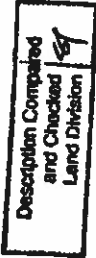




EXHIBIT A



THAT certain parcel of land situate at Waipio, Ewa, Oahu, Hawaii, more particularly described as Lot 17078, area 37,850 square feet, as shown on Map 1100, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000 of John Ii Estate, Limited, and being a portion of the land described in Transfer Certificate of Title No. 686,064 issued to Castle & Cooke Homes Hawaii, Inc.

SUBJECT, HOWEVER, to the following:

1. Certificate of Authorization dated June 21, 1989, by and between Castle & Cooke, Inc., a Hawaii corporation, and Mililani Town, Inc., a Hawaii corporation, and filed as Land Court Document No. 1645132, as amended.

2. Declaration of Conditions dated July 30, 1992, and filed as Land Court Document No. 1940080, as amended.

3. Unilateral Agreement and Declaration for Conditional Zoning dated August 10, 1995, and filed as Land Court Document No. 2254253.

4. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated January 6, 2004, and filed as Land Court Document No. 3060416.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY MAIL ( )      PICK UP (X) :

Total Pages: 6

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 768-8724

Tax Map Key: (1) 9-5-088-100

**DEED**

This Indenture is made this 3rd day of July, 2014, by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, of Honolulu, Hawaii, hereinafter called the "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee".

J:ROADS (7/96)

Lot 17196  
Mililani Mauka Unit 127/133  
DPP File No. 2002/SUB-270

Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit A attached hereto and made a part hereof.

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor, its successors and assigns, rights and easements to lay, construct, reconstruct, replace, renew, maintain, operate and change the size of, increase the number of, move, alter and remove from time to time underground pipes and conduits, with necessary handholes and appliances therefor and with wires and cables, amplifiers and all other appurtenant facilities for an underground television distribution system, with the right of ingress and egress to and from the same, under, through and along the above described lots, and reserving also unto the Grantor, its successors and assigns, ownership of such underground cable television system and facilities appurtenant thereto; provided, however, that the exercise of the rights herein reserved shall be subject to the provisions of that certain unrecorded agreement respecting the construction, operation and maintenance of an underground cable television system entered into on May 17, 1968, between the Grantor and the Grantee.

TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, the improvements thereon, and the tenements, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby, for itself and its successors and assigns, covenant with the Grantee, and its successors and assigns, that it is lawfully seised in fee simple of the property described in Exhibit A and has good right to sell and convey the same in the manner aforesaid; that said premises are free and clear of all encumbrances except as set forth in said Exhibit A and real property taxes for the current year, which are to be prorated as of the date of delivery of this instrument; and that it will, and its successors and assigns shall warrant and defend the same unto the Grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed these presents  
the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.


By   
RICHARD R. ANZAI  
Its V.P., Controller & Asst. Sect'y

By   
GARRET H. FURUKIDO  
Its Asst. Secretary

APPROVED AS TO CONTENTS

  
Department of Facility Maintenance

APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel  
WINSTON K. Q. WONG

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 3rd day of July, 2014, before me personally appeared RICHARD R. ANZAI and GARRET H. FURUKIDO, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Deed dated July 3, 2014, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

*Rhonda Biffle*  
Rhonda Biffle  
Notary Public, State of Hawaii  
First Judicial Circuit

My commission expires: 08/03/2016

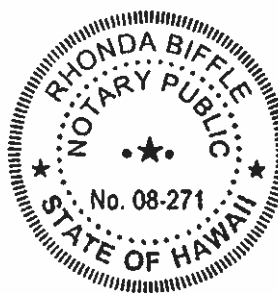


EXHIBIT A

Description Compared  
and Checked  
Land Division

THAT certain parcel of land situate at Waipio, Ewa, Oahu, Hawaii, and more particularly described as Lot 17196, area 154,599 square feet, as shown on Map 1101, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000 of John Ii Estate, Limited, and being a portion of the lands described in Transfer Certificate of Title No. 684,687 issued to Castle & Cooke Homes Hawaii, Inc.

SUBJECT, HOWEVER, to the following:

1. Certificate and Authorization dated June 21, 1989, and filed as Land Court Document No. 1645132, as amended.
2. Declaration of Conditions dated July 30, 1992, and filed as Land Court Document No. 1940080, as amended.
3. Unilateral Agreement and Declaration for Conditional Zoning dated August 10, 1995, and filed as Land Court Document No. 2254253.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY MAIL ( )      PICK UP (X) :      Total Pages: 6

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 768-8724

Tax Map Key: (1) 9-5-087-004

DEED

This Indenture is made this 3rd day of July, 2014, by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, of Honolulu, Hawaii, hereinafter called the "Grantor", in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee".

J:ROADS (7/96)

Lot 17197  
Mililani Mauka Unit 127/133  
DPP File No. 2002/SUB-270



Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit A attached hereto and made a part hereof.

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor, its successors and assigns, rights and easements to lay, construct, reconstruct, replace, renew, maintain, operate and change the size of, increase the number of, move, alter and remove from time to time underground pipes and conduits, with necessary handholes and appliances therefor and with wires and cables, amplifiers and all other appurtenant facilities for an underground television distribution system, with the right of ingress and egress to and from the same, under, through and along the above described lots, and reserving also unto the Grantor, its successors and assigns, ownership of such underground cable television system and facilities appurtenant thereto; provided, however, that the exercise of the rights herein reserved shall be subject to the provisions of that certain unrecorded agreement respecting the construction, operation and maintenance of an underground cable television system entered into on May 17, 1968, between the Grantor and the Grantee.

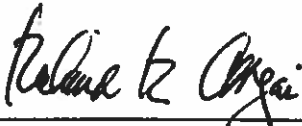
TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, the improvements thereon, and the tenements, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

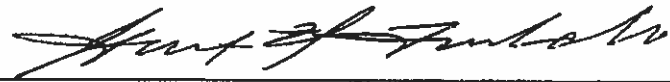
AND the Grantor does hereby, for itself and its successors and assigns, covenant with the Grantee, and its successors and assigns, that it is lawfully seised in fee simple of the property described in Exhibit A and has good right to sell and convey the same in the manner aforesaid; that said premises are free and clear of all encumbrances except as set forth in said Exhibit A and real property taxes for the current year, which are to be prorated as of the date of delivery of this instrument; and that it will, and its successors and assigns shall warrant and defend the same unto the Grantee, and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed these presents  
the day and year first above written.

CASTLE & COOKE HOMES HAWAII, INC.


By   
RICHARD R. ANZAI  
Its V.P., Controller & Asst. Sect'y

By   
GARRET H. FURUKIDO  
Its Asst. Secretary

APPROVED AS TO CONTENTS


  
Department of Facility Maintenance

APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel  
WINSTON K. Q. WONG

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 3rd day of July, 2014, before me personally appeared RICHARD R. ANZAI and GARRET H. FURUKIDO, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Deed dated July 3, 2014, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

  
Rhonda Biffle  
Notary Public, State of Hawaii  
First Judicial Circuit

My commission expires: 08/03/2016

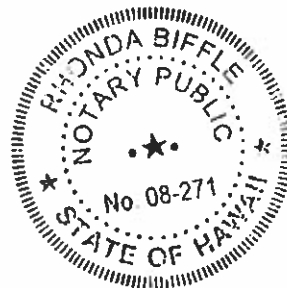


EXHIBIT A

Description Compared  
and Checked  
Land Division

81  
THAT certain parcel of land situate at Waipio, Ewa, Oahu, Hawaii, and more particularly described as Lot 17197, area 6,041 square feet, as shown on Map 1101, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000 of John Ii Estate, Limited, and being a portion of the lands described in Transfer Certificate of Title No. 684,687 issued to Castle & Cooke Homes Hawaii, Inc.

SUBJECT, HOWEVER, to the following:

1. Certificate and Authorization dated June 21, 1989, and filed as Land Court Document No. 1645132, as amended.
2. Declaration of Conditions dated July 30, 1992, and filed as Land Court Document No. 1940080, as amended.
3. Unilateral Agreement and Declaration for Conditional Zoning dated August 10, 1995, and filed as Land Court Document No. 2254253.

END OF EXHIBIT A

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:  
City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 768-8724

Total Pages: 8

GRANT OF FLOWAGE EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

GRANTEE: CITY AND COUNTY OF HONOLULU  
Honolulu Hale  
City and County of Honolulu  
Honolulu, Hawaii 96813

TMK: (Oahu) 9-5-003-001

Easement 6569  
Mililani Mauka Unit 127  
DPP File No. 2002/SUB-270

Mililani Mauka Unit 127/1  
Flowage Easement 6569

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 7<sup>th</sup> day of July, 2014, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

WHEREAS, the Grantor has submitted documents to Grantee conveying certain roadway lots from that certain tract of land sometimes referred to as Mililani Mauka Unit 127 subdivision (DPP File No. 2002/SUB-270); and

WHEREAS, storm and surface waters from said roadway lots will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement(s) described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said roadway lots.

AND the parties hereto agree as follows:

1. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantors shall not obstruct the flowage of such waters discharged from said roadway lots and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. That it is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from said roadway lots are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance,



of such other means of drainage, the easements hereby granted shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

3. That the Grantor, and its successors and assigns, shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE(S)]





STATE OF HAWAII )  
 : ss.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City and County of Honolulu, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated \_\_\_\_\_, containing \_\_\_\_\_ pages, being a Grant of Flowage Easement, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said KIRK CALDWELL acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public, First Judicial Circuit  
State of Hawaii

Print Name of Notary Public

My commission expires:

EXHIBIT A

Description Compared  
and Checked  
Land Division

THAT certain parcel of land situate at Waipio, Ewa, Oahu, Hawaii, being EASEMENT 6569, area 2,052 square feet, for flowage purposes, as shown on Map 1101, affecting LOT 17730, as shown on Map 1159, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000 of John Ii Estate, Limited, and being a portion of the lands described in Transfer Certificate of Title No. 949,997 issued to Castle & Cooke Homes Hawaii, Inc.

SUBJECT, HOWEVER, to the following:

1. Declaration of Covenants, Conditions and Restrictions for Mililani Town, Inc., dated April 19, 1968, and filed as Land Court Document No. 441561, as amended.
2. Certificate and Authorization dated June 21, 1989, and filed as Land Court Document No. 1645132.
3. Declaration of Conditions dated July 30, 1992, and filed as Land Court Document No. 1940080.
4. Unilateral Agreement and Declaration for Conditional Zoning dated August 10, 1995, and filed as Land Court Document No. 2254253.
5. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 19, 2012, and filed as Land Court Document No. T-8423003.

END OF EXHIBIT A

